

AO 451 (Rev. 12/12) Clerk's Certification of a Judgment to be Registered in Another District

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

PERFORMANCE HORIZON INC.

Plaintiff

v.

DORMIFY, INC

Defendant

Civil Action No. 24-cv-3634

CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 11/13/2024.

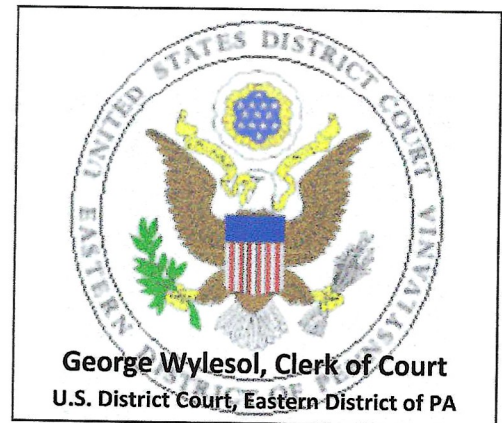
I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court, the time for appeal has expired, and no appeal has been filed or, if one was filed, it is no longer pending.

Date: 11/14/2024

CLERK OF COURT

/s/ Steve Tomas

Signature of Clerk or Deputy Clerk



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Performance Horizon Inc.,

Plaintiff,

v.

Dormify, Inc.,

Defendant.

No. 2:24-cv-03634-JFM

CLERK'S OFFICE
TRUE COPY CERTIFIED FROM THE RECORD

Nov/14/2024

By: *s/ Steve Tomas*

Deputy Clerk, U.S. District Court
Eastern District of Pennsylvania

**ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT,
INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS**

AND NOW, this 13th day of November 2024, upon considering the Motion for Default Judgment, Injunctive Relief and Attorneys' Fees and Costs filed by Plaintiff Performance Horizon, Inc. ("Partnerize") (DI 11), Partnerize's supplemental declarations, the Clerk of Court having entered default against Defendant Dormify, Inc. for its failure to appear or otherwise defend, Partnerize having requested a judgment against Defendant, following the November 7, 2024 motion hearing, and for good cause shown, it is **ORDERED** Plaintiff's Motion for Default Judgment, Injunctive Relief and Attorneys' Fees and Costs against Defendant Dormify, Inc. (DI 11) is **GRANTED**.¹

Partnerize, an affiliate marketing technology and services provider,² and Dormify, a direct-to-consumer, e-commerce, and retail brand, contracted through March 6, 2025. Dormify breached

¹ The legal and factual basis for the default judgment is provided in more than sufficient detail in Partnerize's briefing and exhibits. The November 7, 2024 Hearing, including the testimony of Partnerize's Chief Financial Officer, further supplemented the record and supported this judgment.

² Partnerize's Publisher Network allows brands to partner with content publishers, which are relevant to a brand's products and services. Partnerize facilitates performance-based, cost-per-action agreements between brands and publishers. Partnerize's proprietary, dynamic attribution technology allows businesses to identify the most effective advertising channels and ensure appropriate commissions for top market influencers. Partnerize also provides users with insights regarding conversion rates and compliance violations, among other valuable analytics.

its contractual obligations to Partnerize by failing to submit undisputed payments. Dormify further breached its contract by joining a competitor's affiliate marketing program and utilizing Program Publishers—publishers that joined Dormify's affiliate program on and through Partnerize's proprietary affiliate program network—for services capable of being tracked within Partnerize's affiliate program network.

Partnerize expends substantial resources to develop a network of trusted and verified Publishers, and to maintain its relationships with those Publishers. Partnerize also expends substantial resources in developing and maintaining proprietary technology that helps match brands and campaigns with Publishers likely to receive those brands and campaigns favorably. Through its use of Partnerize's services, Dormify acquired Partnerize's confidential information, including its: (a) list of network publishers, (b) pricing information, including specifically-negotiated prices, and (c) other sensitive, non-public information about Partnerize, its business, its customers, and its employees. Partnerize has maintained stringent security measures to preserve the secrecy of such information, which constitutes trade secrets under Defend Trade Secrets Act.

The record establishes that Dormify misappropriated Partnerize's trade secrets, that Partnerize has been harmed and will continue to be harmed by Dormify's misappropriation, and that Partnerize is therefore entitled to injunctive relief pursuant to 18 U.S.C. § 1836.

JUDGMENT is entered in favor of Partnerize against Defendant Dormify, Inc. in the amount of \$843,162.58 as of November 13, 2024, for contractual damages and damages pursuant to 18 U.S.C. § 1836(b)(3)(B), attorneys' fees, and costs, plus interest that will accrue after November 13, 2024 pursuant to 28 U.S.C. § 1961 until the liability is paid in full.

IT IS FURTHER ORDERED THAT Defendant Dormify is hereby enjoined until March 6, 2025 from (1) utilizing Program Publishers—publishers that joined Dormify's affiliate program


on and through Partnerize's proprietary affiliate program network—for services capable of being tracked within Partnerize's affiliate program network, and (2) utilizing the services of another affiliate marketing provider for services capable of being tracked within Partnerize's affiliate program network.

IT IS FURTHER ORDERED THAT, pursuant Rule 62(a), the automatic 30-day stay imposed by Rule 62 is dissolved to allow for immediate enforcement of the judgment.

IT IS FURTHER ORDERED THAT, pursuant 28 U.S.C. § 1963, good cause has been shown to allow this Judgment to be registered in other districts before it has become final by appeal or expiration of the time for appeal.

BY THE COURT:

Dated: November 13, 2024



JOHN F. MURPHY
UNITED STATES DISTRICT JUDGE